



**Snowsports Discovery Center
Group Lesson Waiver (2015-2016 Group Sales)**

Name _____

Lesson Date _____

Age _____

Lesson Time _____

☐ Skier ☐ Snowboarder Level (circle one): 1 2 3 4 5 6 7 8

MOHAWK MOUNTAIN SKI AREA
ASSUMPTION OF RISK, RELEASE & ARBITRATION AGREEMENT

In consideration of being allowed to participate now and in the future in skiing, ski lessons, use of ski lifts, and all other ski-related activities (the "Activities") at Mohawk Mountain Ski Area, Inc. (the "Facility"), the participant, or his/her parent(s) or legal guardian(s), (collectively the "Participant"), for himself/herself and on behalf of his/her heirs, assigns, personal representatives and next of kin, does hereby agree to the following:

- a) **TO WAIVE ALL CLAIMS** that Participant has or may have against the Facility arising out of the inherent risks of participating in the Activities;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES;** and
- c) **TO RELEASE** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Activities, which inherent risks include, but are not limited to, the instruction (related to both skiing and use of ski lifts) received while participating in the Activities.
- d) Participant hereby grants to the Facility, its representatives, and employees the right to take **photographs of Participant** in connection with Participant's use of the Facility. Participant hereby authorizes the Facility to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Facility may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

The Participant acknowledges and agrees that the inherent risks of participating in the Activities are in addition to those referenced in *Connecticut General Statutes § 29-212*. The Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of the Facility or the Participant, as set forth in *Connecticut General Statutes § 29-211, et. seq.*, other than as set forth in this agreement.

Arbitration

Participant, and his/her parent(s)/legal guardian(s) if Participant is a minor, hereby agrees to submit any dispute arising from this Agreement and/or Participant's use of the Facility to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. If the dispute arises from a personal injury or death, the first phase of the arbitration shall be to determine whether said injury or death arose from a hazard/risk inherent in the sport of skiing. In the event that the Panel determines the alleged injury/death arose from a hazard/risk inherent in the sport of skiing, the claim shall be deemed barred, as a matter of law, and the Participant, and/or his/her parent(s)/legal guardian(s), shall be barred from recovering any compensation from Mohawk. In the event that the Panel determines the alleged injury did not arise from a hazard/risk inherent in the sport of skiing, the Panel may, at its discretion, allow for additional discovery and evidence, and then it shall decide any remaining issues on the merits.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant's Name: _____

Signature of Participant

Date

Printed Name of Parent or Legal Guardian

Emergency Contact Phone Number

Signature of Parent or Legal Guardian

Date



MOHAWK MOUNTAIN 2015-2016 LESSON INFORMATION SHEET

Please read the following descriptions to determine the best match for your skiing/riding ability.

Ski skill guide

Level 1: Skiing fundamentals for the first time skier and those who have been away from the sport or would like to start fresh!

Level 2: You can negotiate the surface lifts and are learning to link turns

Level 3: You have been introduced to the chair lift and can make controlled linked turns. Skis are generally in a gliding wedge and you are beginning to explore lift accessed green terrain.

Level 4: You are comfortable making controlled linked turns on lift access green terrain and can turn to a stop at any time. Skis are becoming more parallel on green terrain and you are beginning to explore blue terrain.

Level 5: You are comfortable making controlled linked turns on blue terrain. Skis are generally parallel on green terrain and becoming more parallel on blue terrain. You have begun to explore different turn shapes and may begin to explore black terrain.

Level 6: You are comfortable making controlled linked turns on black terrain. Skis are generally parallel on green and blue terrain, and are becoming more parallel black terrain. You may have started to explore the fundamentals of carving and you are familiar with different turn shapes.

Level 7: You are comfortable making controlled linked turns of various sizes on all of Mohawk Mountain's terrain. You have begun to make more dynamic turns and explore higher edge angles.

Level 8: You are confident skiing all of Mohawk Mountain's terrain in any condition. You are skiing with higher edge angles in various turn shapes and using the sidecut of the ski to its full potential. You may be looking to tune up for a race course or hone your skills for a big mountain experience.

Snowboard skill guide

Level 1: Snowboarding fundamentals for first time riders and those who have been away from the sport or would like to start fresh!

Level 2: You can negotiate the surface lifts, skate, glide, and turn both heel and toe side with one foot strapped in.

Level 3: You have been introduced to the chair lift and can make skidded turns on both heel and toe side with both feet strapped in. You have begun to explore lift accessed green terrain.

Level 4: You are comfortable making controlled linked turns on green terrain. You may begin to explore blue terrain and some surface tricks.

Level 5: You are comfortable making controlled linked turns on blue terrain and are exploring different turn shapes. You may begin to explore black terrain and the fundamentals of carving.

Level 6: You are comfortable making controlled linked turns on black terrain. You can make dynamic turns of various sizes and have begun to carve. You may begin to explore riding switch.

Level 7: You are comfortable making controlled dynamic carved turns of various sizes on all Mohawk Mountain's terrain. You are riding switch and implementing surface tricks naturally

Level 8: You are confident riding all of Mohawk Mountain's terrain in any condition and in various turn shapes both regular and switch. You are riding with higher edge angles using the flex and sidecut of your board to its full potential.

2015/2016
Rental Agreement Form



Attach completed forms to the Group Sign Up Sheet. www.mohawkmtn.com • 860-672-6100
A completed rental agreement is required to deliver equipment.

Renter First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Group Name _____ Birthdate (mm/dd/yyyy) _____

Select One: SKIER SNOWBOARDER Phone _____

GENDER: MALE FEMALE WEIGHT: _____ HEIGHT: _____ SHOE SIZE: _____

SKIER : SKIER TYPE I II III SNOWBOARDER: RIGHT FOOT FORWARD LEFT FOOT FORWARD

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments. I accept full financial responsibility for the care of the equipment. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the shop. I agree to return all rental equipment by the agreed date or risk loss through my collateral. I understand and agree that skiing, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are INHERENT HAZARDS/RISKS of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL HAZARDS/RISKS OF INJURY OR DEATH caused by the inherent hazards/risks of skiing that may occur while using this equipment.

Renter, or Renter's parents if Renter is a minor, hereby grants to Mohawk Mountain Ski Area, Inc. ("Mohawk"), its representatives and employees the right to take photographs of Renter in connection with Renter's use of Mohawk's facilities, equipment and programs. Renter, or Renter's parents if Renter is a minor, hereby authorizes Mohawk to copyright, use, and publish the same in print and/or electronically. Renter, or Renter's parents if Renter is a minor, hereby agrees that Mohawk may use such photographs of Renter for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine bindings are the same as those designated on this ticket. I understand alpine ski/ boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury and that they, therefore, CANNOT GUARANTEE MY SAFETY. **SNOWBOARDS, SKI BOARDS AND X-C:** I understand that the binding systems on snowboards, ski boards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

HELMETS: While I agree that this helmet is intended to reduce the risk of serious head injury, I acknowledge and agree that no helmet can eliminate or prevent this risk, nor can a helmet eliminate or prevent injury to the neck or spinal cord.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that I have or may have against Mohawk and all manufacturers and distributors of the equipment, caused by the use of this equipment and/or the inherent hazards/risks of the sport of skiing, as defined in Conn. Gen. Stat. § 29-211, et seq.;
- 2) **TO ASSUME ALL HAZARDS/RISKS INHERENT IN SKIING;**
- 3) **TO RELEASE** Mohawk and all manufacturers and distributors of the equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the equipment and/or the inherent hazards/risks of the sport of skiing;
- 4) **I FURTHER AGREE TO INDEMNIFY** and hold harmless Mohawk and the manufacturers and distributors of the equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the equipment.

2015/2016
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A completed rental agreement is required to deliver equipment.

Arbitration

I hereby agree to submit all claims against the manufacturers or distributors of the rental equipment rented and/or used by me at Mohawk to binding arbitration. I further agree to submit any other dispute with Mohawk, which arises from use of the equipment and/or skiing at Mohawk Mountain Ski Area, Inc. to binding arbitration. For any dispute submitted to binding arbitration pursuant to this agreement, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. With regard to disputes between me and Mohawk, if the dispute arises from a personal injury or death, the first phase of the arbitration shall be to determine whether said injury or death arose from a hazard/risk inherent in skiing. In the event that the Panel determines the alleged injury/death arose from a hazard/risk inherent in skiing, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from Mohawk. In the event that the Panel determines the alleged injury did not arise from a hazard/risk inherent in skiing, the Panel may, at its discretion, allow for additional discovery and evidence, and then it shall decide any remaining issues on the merits.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

I have read, and understand, and agree to the terms of this Warning, Liability Release and Arbitration Agreement.

Skier's (Renter's) Signature _____ Date _____

Parent/Guardian* _____ Date _____

*(parent or guardian signature must accompany minor signature)

For Office Use only

Date Received:

EZ Rent Group name:

Dates of visits:

Attach EZ Rent Receipt here: